

Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington D.C. 20423

RECORDATION NO. 11881-1
FEB 2 1982-2 25 PM

✓
No. 2-033A087
Date FEB 2 1982
Fee \$ 10.00
ICC Washington, D. C.

Dear Ms. Mergenovich:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of Section 11303 of Title 49 of the U.S. Code are the original and two copies of a Second Amendment dated as of December 30, 1981. This Second Amendment is a secondary document. The primary document to which this is connected is recorded under Recordation No. 11881.

The names and addresses of the parties to the Second Amendment are as follows:

Lessor:	Continental Illinois National Bank and Trust Company of Chicago 30 North LaSalle Street Chicago, Illinois 60693
Owner:	Thirteenth HFC Leasing Corporation 2700 Sanders Road Prospect Heights, Illinois 60070
Lessee:	Consumers Power Company 212 West Michigan Avenue Jackson, Michigan 49201

A general description of the gondola cars conveyed by the primary document and intended for use related to interstate commerce, amended by the secondary document, is set forth in Schedule A attached to this letter and made a part hereof.

The undersigned is the Lessor mentioned in the enclosed document and has knowledge of the matters set forth herein.

Please return the original to the Second Amendment to Robert C. Nash, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603. If there are any questions please call 312-726-6130.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

Second Amendment between Consumers Power Company, as Lessee, 212 West Michigan Avenue, Jackson, Michigan 49201, and Continental Illinois National Bank and Trust Company, not in its individual capacity but solely as trustee, the Lessor, 30 North LaSalle Street,

Chicago, Illinois 60693, under a Trust Agreement dated as of May 15, 1980, with Thirteenth HFC Leasing Corporation, as Owner Participant, 2700 Sanders Road, Prospect Heights, Illinois 60070 amending the Equipment Lease covering 700 gondola cars.

Very truly yours,

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO

By


Its

Second Vice President

LESSOR AS AFORESAID

Enclosures

SCHEDULE A

DESCRIPTION OF EQUIPMENT

Description and Mark and
Number of Units of
Equipment:

Seven hundred (700) 4,100 cubic
foot, 54'7" long, high side, flat
bottom, open top, gondola cars
marked and numbered CPOX 1200
to CPOX 1899, both inclusive

Interstate Commerce Commission
Washington, D.C. 20423

2/2/82

OFFICE OF THE SECRETARY

Robert C. Nash, Esq.
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/2/82** at **2:25pm**, and assigned re-
recording number(s). **11881-C**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 11881-C FILE 1425

FEB 2 1982 -2 25 PM

11881-B

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT dated as of December 30, 1981, between CONSUMERS POWER COMPANY (the "Lessee") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of May 15, 1980, with THIRTEENTH HFC LEASING CORPORATION (the "Owner Participant").

The Lessee and the Lessor have entered into an Equipment Lease dated as of May 15, 1980, (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 9, 1980, and assigned recordation number 11881.

The Lessee and the Lessor have entered into a Second Amendment to Equipment Lease dated as of December 10, 1980 which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 6, 1981 and been assigned recordation No. 11881-B.

The Lessor and the Lessee desire to amend the Lease in the respects, but only in the respects, hereafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt hereof is hereby acknowledged, the Lessor and the Lessee hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

In accordance with Section 4 of the Lease, the Lessee and the Lessor hereby agree to adjust the rentals payable thereunder and the Casualty Values payable pursuant to Section 13 as follows:

1. The number "10.52663" in line 4 of the first paragraph of Section 4(a)(i) of the Lease is hereby deleted and the number "11.144734" is hereby substituted therefor.

2. The number "5.26332" in line 8 of the first paragraph of Section 18 (a)(i) of the Lease is hereby deleted and the number "5.572367" is hereby substituted therefor.

3. Exhibit C to the Lease is hereby deleted and Item 1 attached to this Amendment is hereby substituted therefor.

4. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

6. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

7. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

CONSUMERS POWER COMPANY,

by


Vice President

LESSEE

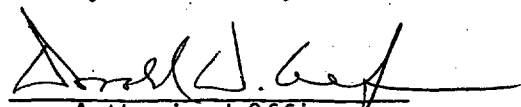
[Corporate Seal]

Attest:


Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY, not
in its individual capacity,
but solely as Trustee,

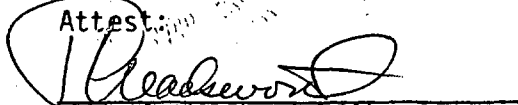
By


Authorized Officer

LESSOR

[Corporate Seal]

Attest:


Authorized Officer

Accepted and Agreed to:

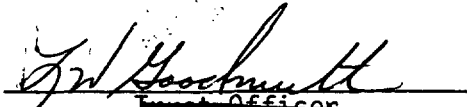
MERCANTILE SAFE-DEPOSIT AND
TRUST COMPANY, as Agent,

by


Vice President

[Corporate Seal]

Attest:


ASST. CORPORATE TRUST OFFICER

ASST. CORPORATE TRUST OFFICER

ITEM 1

REVISED SCHEDULE OF CASUALTY VALUE

The Casualty Value for a Unit of Equipment payable on the Term Lease Commencement Date or any other date for payment of Casualty Value set forth below shall mean an amount equal to the percent of the Lessor's Cost of such Unit set forth opposite such date in the following schedule (as the same may be increased pursuant to Annex I to this ITEM I):

<u>Term Lease Commencement Date or Fixed Rent Payment Date on which Casualty Value is Paid</u>	<u>Percentage of Lessor's Cost payable as Casualty Value</u>
January 1, 1981	106.7245
July 1, 1981	108.7307
January 1, 1982	96.3311
July 1, 1982	103.5323
January 1, 1983	96.7881
July 1, 1983	103.0391
January 1, 1984	96.3340
July 1, 1984	101.6365
January 1, 1985	95.0003
July 1, 1985	99.3025
January 1, 1986	92.8180
July 1, 1986	96.0662
January 1, 1987	89.8277
July 1, 1987	92.1199
January 1, 1988	86.2420
July 1, 1988	87.4964
January 1, 1989	82.1808
July 1, 1989	82.2597
January 1, 1990	77.6524
July 1, 1990	76.4001
January 1, 1991	72.5949
July 1, 1991	69.8351
January 1, 1992	66.9383
July 1, 1992	62.7749
January 1, 1993	60.6631
July 1, 1993	54.1993
January 1, 1994	53.8400
July 1, 1994	45.4227
January 1, 1995	46.6554
July 1, 1995	36.1030
January 1, 1996	30.0000
July 1, 1996	29.1667
January 1, 1997	28.3334
July 1, 1997	27.5000
January 1, 1998	26.6667
July 1, 1998	25.8333
January 1, 1999	25.0000

The percentages set forth in the schedule of this ITEM 1 have been computed without regard to recapture of the Investment Credit provided for in Section 38 and related sections of the Internal Revenue Code of 1954, as amended. Consequently, the Casualty Value of any Unit of Equipment suffering a Casualty Occurrence on or before the third, fifth, or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Lessor's Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Lessor's Cost</u>
Third	18.5539%
Fifth	12.3693
Seventh	6.1846

STATE OF MICHIGAN)
COUNTY OF JACKSON) ss.:

On this 29th day of December 1981, before me personally appeared W. R. Boris and do me personally known, who, being by me duly sworn, says that he is Vice President of CONSUMERS POWER COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Linda R. Thayer
Notary Public

[Notarial Seal]

My Commission expires:

May 30, 1983

STATE OF ILLINOIS)
COUNTY OF COOK) ss.:

On this 30th day of DECEMBER 1981, before me personally appeared DONALD W. ALVIN, to me personally known, who, being by me duly sworn, says that he is Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

V. Wasly
Notary Public

[Notarial Seal]

My Commission expires: My Commission Expires July 2, 1984

STATE OF MARYLAND)

SS.:

CITY OF BALTIMORE)

On this 31st day of December 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is Vice President of MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires: 7-1-82

Consent of Owner

The Owner hereby consents to the foregoing Amendment and hereby authorizes the Lessor to execute and deliver said Amendment.

THIRTEENTH HFC LEASING CORPORATION,

by

Carl W. Scisip